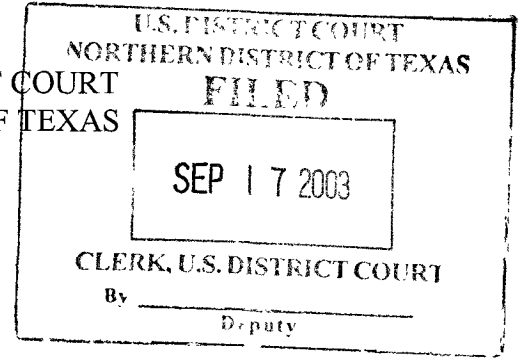


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION



R. A. RAMMING, MARILYN RODDY, §
EVELYN HALFHILL, REVA SUE SIMMS, §
DAVID REEVES, KARLA JEAN HUGHES, §
LORETTA KAY OWEN, DONNIE LOU §
WILLIAMS, W. L. BRUCE, Individually, and §
W. L. BRUCE, a Texas General Partnership, §

Plaintiffs, §

V. §

NATURAL GAS PIPELINE COMPANY OF §
AMERICA, CHESAPEAKE PANHANDLE §
LIMITED PARTNERSHIP, f/k/a §
CHESAPEAKE PANHANDLE, INC., f/k/a §
MC PANHANDLE, INC.; CHESAPEAKE §
OPERATING, INC.; OCCIDENTAL §
PETROLEUM CORPORATION; and §
MIDCON GAS PRODUCTS CORP., f/k/a §
MIDCON GAS SERVICES CORP., §

Defendants. §

CIVIL ACTION NO. 2-01-CV-0354-J

STIPULATION

Plaintiffs, R. A. RAMMING, MARILYN RODDY, EVELYN HALFHILL, REVA SUE SIMMS, DAVID REEVES, KARLA JEAN HUGHES, LORETTA KAY OWEN, DONNIE LOU WILLIAMS, and W. L. BRUCE, Individually, and as a Texas General Partnership (collectively "Plaintiffs") and Defendants, CHESAPEAKE PANHANDLE LIMITED PARTNERSHIP, f/k/a CHESAPEAKE PANHANDLE, INC, f/k/a MC PANHANDLE, INC., and CHESAPEAKE OPERATING, INC. (together "the Chesapeake Defendants"), through their attorneys of record stipulate as follows:

1. On August 25, 2003, the Court granted Summary Judgment for Plaintiffs as follows:

- (a) for breach of contract / underpayment of royalties with the amount of Plaintiffs' damages to be determined at trial; and
- (b) for breach of contract / failure to provide free gas for domestic use to Plaintiff, R. A. RAMMING with damages to be determined at trial.

2. The following stipulation of damages by the Chesapeake Defendants is made without admission of liability, which is denied, and without waiver of their right to appeal from the Summary Judgment of August 25, 2003.

3. The captioned case has been set for trial on the Court's jury docket for the week of September 22, 2003. Because of the parties' stipulation with respect to breach of contract damages, inclusive of interest and reasonable and necessary attorneys' fees, the case should be removed from the Court's docket and judgment entered for Plaintiffs on this stipulation.

4. The parties, through their attorneys of record, stipulate that:

- (a) breach of contract damages for underpayment of royalties, inclusive of interest, from January 1, 1998, through the producing month of April, 2003, is \$49,814.77;
- (b) breach of contract damages for failure to provide free gas for domestic use to Plaintiff R. A. RAMMING, inclusive of interest, is \$4,999.10; and
- (c) Plaintiffs have incurred reasonable and necessary attorneys' fees and costs in the amount of \$70,186.13.

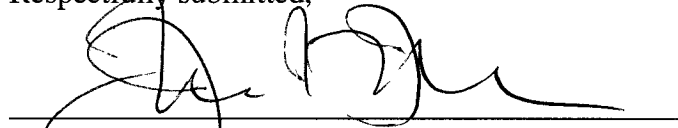
5. The parties stipulate that the foregoing constitutes the evidence of Plaintiffs' damages which would be offered at the time of trial with respect to breach of contract damages for underpayment of royalty, failure to provide free gas for domestic use to R. A. RAMMING, and Plaintiffs' reasonable and necessary attorneys' fees and costs.

6. The parties, through their attorneys of record, further stipulate that judgment be entered herein for Plaintiffs for breach of contract damages for underpayment of royalties, inclusive of interest, for the period from January 1, 1998 through the producing month of April, 2003, in the

amount of \$49,814.77; for Plaintiff R. A. RAMMING in the amount of \$4,999.10, inclusive of interest for failure to provide free gas for domestic use; and in the amount of \$70,186.13 for Plaintiffs' reasonable and necessary attorneys' fees and costs. It is stipulated that costs be adjudged against the Chesapeake Defendants.

IT IS SO STIPULATED this 16th day of September, 2003.

Respectfully submitted,



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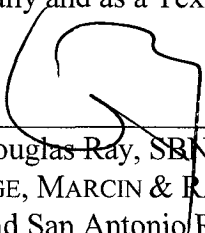
of interest, for the period from January 1, 1998 through the producing month of April, 2003, in the amount of \$49,814.77; for Plaintiff R. A. RAMMING in the amount of \$4,999.10, inclusive of interest for failure to provide free gas for domestic use; and in the amount of \$70,186.13 for Plaintiffs' reasonable and necessary attorneys' fees and costs. It is stipulated that costs be adjudged against the Chesapeake Defendants.

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CHESAPEAKE OPERATING, INC.